

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Washington D.C.

UTILITY WORKERS UNION OF AMERICA,
AFL-CIO (UWUA); INTERNATIONAL CHEMICAL
WORKERS UNION COUNCIL-UFCW (ICWUC); AND
THE UWUA-ICWUC JOINT STEERING COMMITTEE

and

Case 21-CB-14820

SOUTHERN CALIFORNIA GAS COMPANY

COUNSEL FOR THE ACTING GENERAL COUNSEL'S OPPOSITION TO
RESPONDENTS UWUA AND JSC'S MOTION FOR SUMMARY JUDGMENT

Under Board Rule 102.24(b), Counsel for the Acting General Counsel, herein Acting General Counsel, files this opposition to Respondents' motion for summary judgment. This opposition is based on the following:

I. Procedural Background

1. On November 13, 2009, Southern California Gas Company, herein called the Charging Party, filed the original charge in Case 21-CB-14820, alleging that the Joint Steering Committee of the Utility Workers Union of America, AFL-CIO, and Locals 132, 170, 483, and 522; and International Chemical Workers Union Council/UFCW and Locals 47, 78, 350, and 995 failed and refused to execute a successor collective-bargaining agreement in violation of Section 8(b)(3) of the Act. (Exhibit 1)

2. On March 31, 2010, the Regional Director of Region 21 issued a Complaint and Notice of Hearing, herein called the Complaint, in this matter. (Exhibit 2)

3. On April 13, 2010, the Joint Steering Committee of the Utility Workers Union of America, AFL-CIO, and Locals 132, 170, 483, and 522; and International Chemical Workers Union Council/UFCW and Locals 47, 78, 350, and 995 filed an answer to the Complaint. (Exhibit 3)

4. On May 7, 2010, the Charging Party filed the amended charge in Case 21-CB-14820, alleging that Utility Workers Union of America (UWUA), herein called Respondent UWUA; International Chemical Workers Union Council-UFCW (ICWUC), herein called Respondent ICWUC; and the UWUA-ICWUC Joint Steering Committee, herein called Respondent JSC, and together with Respondent UWUA and Respondent ICWUC collectively called Respondents, violated Section 8(b)(3) of the Act by failing and refusing to execute and delaying in executing the collective-bargaining agreement from on or about November 12, 2009, to on or about March 23, 2010. (Exhibit 4)

5. On June 4, 2010, the Regional Director of Region 21 issued an Amended Complaint and Notice of Hearing, herein called the Amended Complaint, in this matter. (Exhibit 5)

6. On June 18, 2010, Respondent UWUA, Respondent JSC, and Respondent ICWUC, each filed separate answers to the Amended Complaint. (Exhibits 6, 7, and 8, respectively)

7. On June 23, 2010, Respondents UWUA and JSC, together, filed a Motion for Summary Judgment, herein called the motion.

II. Respondents UWUA's and JSC's answers create material issues of fact and law.

A motion for summary judgment will succeed where upon review of all the pleadings and submissions by the parties, there are no material facts or issues of law in dispute to be resolved by a hearing before an administrative law judge (ALJ). Lake Charles Memorial Hospital, 240 NLRB 1330, 1331 (1979). The motion fails to meet the standard for obtaining summary judgment because there are material issues of fact and law in dispute.

The underlying facts in this case are summarized as follows. From 2008 to 2009, the Charging Party and Respondents engaged in negotiations for a successor collective-bargaining agreement. As alleged in paragraph 9(a) of the Amended Complaint, “[o]n January 31, 2009, the Employer and the Respondents reached complete agreement on terms and conditions of employment of the [bargaining-unit employees] to be incorporated in a collective-bargaining agreement, which by its terms was to become effective on March 1, 2009.”¹ However, in their answers, Respondents UWUA and JSC denied significant aspects of the allegations in paragraph 9(a) of the Amended Complaint.

On or about January 31, 2009, the Respondents and the Charging Party signed a 20-page tentative agreement summarizing the terms of the agreed-upon successor agreement. The tentative agreement was subsequently ratified by the members. From about February 1, 2009, to about November 11, 2009, the Respondents and the Charging Party engaged in an extensive process of proofreading the language of the tentative successor agreement, preparing the final 200-page booklet version of the agreement in order for the parties to execute it and send it to the printer. During this period of time, the Respondents and the Charging Party continued to bargaining over the exact contractual language that would be part of the final, printed version of

¹ The final memorialized version of the collective-bargaining agreement, which was executed on March 23, 2010, and is effective from March 1, 2009, to September 30, 2011, is referred to as the “booklet.”

the agreement. On various occasions, the Respondents requested that the Charging Party incorporate numerous edits to the booklet version of the contract. Once the parties reached agreement on the precise language that described the agreed-upon terms and conditions of employment, arrangements were made for a meeting on November 12, 2009, for the purpose of executing the final version of the successor tentative agreement.

On November 12, 2009, the Charging Party presented the final version of the agreement to the Respondents for signature. However, for the first time, the Respondents told the Charging Party that they would not execute the agreement, unless the Charging Party modified a letter agreement that has been part of the contract since about 1994. This letter agreement contains language regarding the at-will status of part-time employees. During the most recent contract negotiations, the Respondents made a proposal to modify the language in this letter agreement. In part, the Respondents proposed to eliminate language in this letter agreement stating that part-time employees are “terminable at will.” The Charging Party did not agree to eliminate such language. Ultimately, the parties reached an agreement regarding this subject, and agreed that the “at-will” language would remain in the letter agreement. On November 12, 2009, the date that the parties had set aside for the purpose of executing the final collective-bargaining agreement, for the first time, the Respondents indicated that they would not sign the contract unless the Charging Party made modifications to the already agreed-upon letter agreement. The language in that letter agreement had been negotiated and fully resolved at least 9 months before November 12, 2009.

As set forth in Paragraph 9(b) of the Amended Complaint, “[s]ince on or about November 12, 2009, the Employer has requested that Respondents execute a written contract embodying the agreement described above in paragraph 9(a).” However, in their answers,

Respondents UWUA and JSC have denied the allegations in paragraph 9(b) of the Amended Complaint.

More than 4 months after the initial request to execute, on about March 23, 2010, Respondents finally executed the booklet agreement, which is effective from March 1, 2009, to September 30, 2011. The executed booklet and the written agreement that the Charging Party requested the Respondents to sign on November 12, 2009, both contain the same contractual language. Thus, as alleged in paragraph 9(c) of the Amended Complaint, “[f]rom on or about November 12, 2009, to on or about March 23, 2010, Respondents failed and refused to execute and delayed in executing the agreement described above in paragraph 9(a).” In their answer, Respondents UWUA and JSC denied the allegations in paragraph 9(c) of the Amended Complaint.

In addition, in their answers, Respondent UWUA and Respondent JSC deny aspects of or the entire allegations in paragraphs 1, 4, 5, 6, 10, and 11 of the Amended Complaint.

Moreover, in their answers to the Amended Complaint, Respondents UWUA and JSC assert four affirmative defenses, including claims that the allegations in the Amended Complaint are barred by Section 10(b) of the Act, and an allegation that the amended charge should be deferred pending the outcome of an arbitration.

The facts in support of these affirmative defenses and Respondents UWUA’s and JSC’s answers to the Amended Complaint create material issues of fact and law that need to be litigated before an ALJ. There is a dispute as to whether there was a delay in executing the successor collective-bargaining agreement, and whether such delay was unreasonable. Therefore, the motion should be denied.

II. Respondents' refusal to execute and delay in executing the final version of the collective-bargaining agreement constitutes a significant *per se* violation of the Act.

The refusal to execute an agreement upon request of the other party is a *per se* violation of the Act. H.J. Heinz Co. v. NLRB, 311 U.S. 514 (1941). Thus, the presence or absence of subjective bad faith is irrelevant, where there is an outright refusal to execute. In addition, "the Board has held that, in fulfilling its Section 8(d) mutual, on-going obligation to bargain in good faith, neither party may engage in dilatory acts and conduct which result in unreasonable delay in any aspect of the collective bargaining process, including the execution of a memorialized agreement." Waxie Sanitary Supply, 337 NLRB 303, 310 (2001)(32-day delay in executing a collective-bargaining agreement held unlawful).

Here, the Respondents disregarded their ongoing obligation to bargain by engaging in an unreasonable 4-month delay in executing of the final version of the collective-bargaining agreement. Contrary to Respondents UWUA and JSC's contention, there is no requirement that there be a loss of earnings or other benefits for the Board to conclude that a delay in executing a collective-bargaining agreement is violative of the Act. See *Id.*

The case cited by Respondents UWUA and JSC, Pabst Theater Foundation, Inc., 355 NLRB No. 132 slip op. at 3 (2010), did not hold that a loss of earnings is necessary to find a violation. In that case, the Board granted the General Counsel's Renewed Motion for Default Judgment based on undisputed allegations in the complaint stating that for about a 6-month period, the respondent refused to execute, and unduly delayed the execution of a contract. Further, there was neither an allegation nor a finding of any loss of earnings or other benefits suffered by the bargaining-unit employees. *Id.* The Board merely noted in the remedy section of

its decision, that the respondent should make the unit employees whole for any loss of earnings or other benefits they may have suffered as a result of the undue delay in executing the contract. Id.

Respondents further argue that the Board should not spend its limited resources on this case, where the successor collective-bargaining agreement was implemented shortly after it was ratified in February 2009. First, if Respondents were truly concerned about Agency resources, they would have settled this unfair labor practice. Furthermore, the implementation of the agreement is not at issue here. The contract's implementation does not remedy to the refusal-to-execute violation. An executed collective-bargaining agreement has long been regarded as "the effective instrument" to stabilize the collective-bargaining relationship. H.J. Heinz Co. v. NLRB, 311 U.S. at 524. And the signing of the agreement is the final step in the bargaining process. Id. The Respondents claim that the signing of the tentative agreement on January 31, 2009, satisfied their obligation to execute. However, the 20-page tentative agreement was not the end of the parties' bargaining course. Instead, the Charging Party and the Respondents continued to bargain over the exact language of the booklet agreement. Both parties spent a considerable amount of time and effort in proofreading and editing the final version. The Respondents are obligated to sign the final product of the parties' bargaining efforts.

As previously mentioned, there is no need to establish that the delay in signing caused any harm. Nevertheless, Respondents' refusal to sign the agreement for 4 months deprived bargaining-unit members of the benefits of having a copy of the 200-page final agreement that fully describes their terms and conditions of employment. Further, the final, executed contract

sets forth provisions with unequivocal certainty—a trait that a tentative agreement lacks. The lack of a printed version of the final agreement compromises unit employees’ awareness of their contractual rights and impedes their ability to monitor breaches of the agreement and evaluate the need to file grievances. Respondents had no justifiable basis for refusing to sign the final agreement. Such conduct constitutes a *per se* violation of the Act, and permitting the Respondents to unreasonably delay the execution, runs contrary to established Board precedent. Id. Therefore, the motion should be denied.

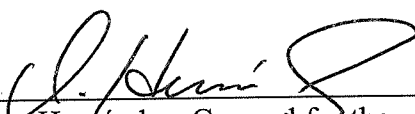
Respondents also argue that this charge should be deferred because the parties’ dispute is over the interpretation of the at-will language in the above-referenced letter agreement. Arbitration is the proper venue to resolve disputes over contract interpretation, but such disputes do not justify Respondents’ refusal to sign the contract. Thus, deferral of this charge is inappropriate.

III. Conclusion

Based on the aforementioned, the Acting General Counsel respectfully submits that Respondents UWUA and JSC’s motion should be denied; a notice to show cause should not be issued, and the hearing scheduled for June 30, 2010, should not be postponed indefinitely. Section 102.24(b) of the Board’s Rules and Regulations states that, “[t]he Board in its discretion may deny the motion where the motion itself fails to establish the absence of a genuine issue, or where the opposing party’s pleadings, opposition, and/or response indicate on their face that a

genuine issue may exist.” Based on the pleadings, the motion, and this Opposition to the motion, genuine issues of law and fact exist which require a hearing. Therefore, Respondents UWUA’s and JSC’s motion should be denied.

Respectfully submitted,



Irma Hernández, Counsel for the
Acting General Counsel
National Labor Relations Board, Region 21
888 South Figueroa Street, Ninth Floor
Los Angeles, CA 90017

Dated at Los Angeles, California, this 28th day of June, 2010.

STATEMENT OF SERVICE

I hereby certify that a copy of Counsel for the General Counsel's Opposition to Respondents UWUA and JSC's Motion for Summary Judgment in Case 21-CB-14820 was submitted by E-filing to the Office of the Executive Secretary of the National Labor Relations Board on June 28, 2010. The following parties were served with a copy of the same document by electronic mail.

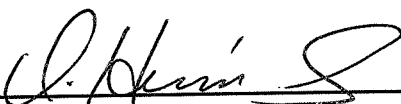
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Irma Hernández
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National Labor Relations Board
Region 21

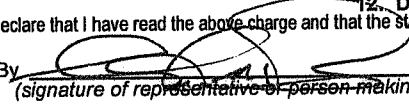
Dated at Los Angeles, California, this 28th day of June, 2010.

Exhibit 1

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 21-CB-14820	Date Filed 11-13-09

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Joint Steering Committee of the Utility Workers Union of America and Locals 132, 170, 483, 522; and International Chemical Workers Union Council/UFCW and Local 47, 78, 350, and 995.		b. Union Representative to contact John Duffy, Chair of the Joint Steering Committee	
c. Address (Street, city, state, and ZIP code) 7200 Greenleaf Avenue, Suite 380 Whittier, CA 90602		d. Tel. No. (562)696-0142	e. Cell No.
		f. Fax No. (562)696-0374	g. e-Mail uwua@uwua132.org
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) <u>3</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) SCG and the Union agreed to a new CBA which was memorialized in a tentative agreement (TA) signed by the Union on 1/31/09 and ratified on or about 2/25/09. The TA contained strike-through language agreed to by both parties for all major issues but one (i.e., an agreement pertaining to sick time benefits). This single remaining issue was resolved after the new agreement was ratified. The Union reviewed several comprehensive drafts of the new CBA, suggesting only minor edits. The parties reached full agreement on all terms and scheduled the Union's Joint Steering Committee (JSC) to meet on 11/12/09 for a final proofreading of the agreement and to sign it. The Union refused, stating for the first time that it would not sign unless the Company altered a major letter agreement on part-time "at will" status that has been in the CBA since 1994 and was the subject of a union proposal rejected during 2008 negotiations as reflected in the 2009 TA signed by the Union. The Union stated that unless the Company altered the previously-agreed upon letter agreement which is part of the CBA, the Union would not sign the CBA despite their agreement on all terms in violation of Section 8(d).			
3. Name of Employer Southern California Gas Company		4a. Tel. No. (213)244-2946	b. Cell No.
		c. Fax No. (213)629-9620	d. e-Mail cbissonnette@sempra.com
5. Location of plant involved (street, city, state and ZIP code) 555 West. Fifth Street, Los Angeles, CA 90013			6. Employer representative to contact Christopher Bissonnette
7. Type of establishment (factory, mine, wholesaler, etc.) Utility	8. Identify principal product or service Natural Gas	9. Number of workers employed 5,800	
10. Full name of party filing charge Southern California Gas Company		11a. Tel. No. (213)244-2946	b. Cell No.
		c. Fax No. (213)629-9620	d. e-Mail
11. Address of party filing charge (street, city, state and ZIP code.) 555 West. Fifth Street, Los Angeles, CA 90013			
12. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. By  Christopher Bissonnette (signature of representative of person making charge) (Print/type name and title or office, if any)		Tel. No. (213)244-2946	
		Cell No.	
		Fax No. (213)629-9620	
		e-Mail cbissonnette@sempra.com	
555 West. Fifth Street, Los Angeles, CA 90013 Address _____ (date) _____			

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Exhibit 2

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 21

JOINT STEERING COMMITTEE OF THE
UTILITY WORKERS UNION OF AMERICA,
AFL-CIO, AND LOCALS 132, 170, 483,
AND 522; AND INTERNATIONAL CHEMICAL
WORKERS UNION COUNCIL/UFCW AND
LOCALS 47, 78, 350, AND 995

and

Case 21-CB-14820

SOUTHERN CALIFORNIA GAS COMPANY

COMPLAINT
AND
NOTICE OF HEARING

Southern California Gas Company, herein called the Employer, has charged that the Joint Steering Committee of the Utility Workers Union of America, AFL-CIO, and Locals 132, 170, 483, and 522, herein collectively called Respondent Utility Workers Union; and the International Chemical Workers Union Council/UFCW and Locals 47, 78, 350, and 995, herein collectively called Respondent Chemical Workers Union, and together with Respondent Utility Workers Union called Respondents, have been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. § 151 et seq., herein called the Act. Based thereon, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, issues this Complaint and Notice of Hearing and alleges as follows:

1. The charge in this proceeding was filed by the Employer on November 13, 2009, and a copy was separately served on Respondent Utility Workers Union, Respondent Chemical Workers Union, and their respective Local Unions, by regular mail on November 16, 2009.

2. (a) At all material times, the Employer, a California corporation, with an office and principal place of business located at 555 West Fifth Street, Los Angeles, California, and various facilities in California, has been a public utility engaged in the generation and distribution of natural gas.

(b) During the 12-month period ending March 30, 2010, a representative period, the Employer, in conducting its business operations described above in paragraph 2(a), derived gross revenue in excess of \$250,000 and purchased and received at its California facilities goods valued in excess of \$50,000 directly from points outside the State of California.

3. At all material times, the Employer has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4. At all material times, Respondent Utility Workers Union, Respondent Chemical Workers Union, their respective Local Unions, and each of them individually, have been labor organizations within the meaning of Section 2(5) of the Act.

5. At all material times, Helen Olague-Pimental held the position of Joint Steering Committee Acting Chair for Respondent Utility Workers Union, and has been an agent of Respondent Utility Workers Union within the meaning of Section 2(13) of the Act.

6. The employees of the Employer in the unit referred to in Section 2.2(A) of the collective-bargaining agreement noted below in paragraph 7, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

7. (a) Since at least May 2005, and at all material times, Respondents have been the designated joint exclusive collective-bargaining representative of the Unit and since then Respondents have been recognized as the joint representative by the Employer. This recognition has been embodied in a series of collective-bargaining agreements, the most recent of which is effective by its terms from March 1, 2009, through September 30, 2011.

(b) At all times since at least May 2005, based on Section 9(a) of the Act, Respondents have been the joint exclusive collective-bargaining representative of the Unit.

8. (a) On or about January 31, 2009, the Employer and Respondents reached complete agreement on terms and conditions of employment of the Unit to be incorporated in a collective-bargaining agreement, which by its terms was to become effective on March 1, 2009.

(b) Since on or about November 12, 2009, the Employer has requested that Respondents execute a written contract embodying the agreement described above in paragraph 8(a).

(c) From on or about November 12, 2009, to on or about March 23, 2010, Respondents failed and refused to execute and delayed in executing the agreement described above in paragraph 8(a).

9. By the conduct described above in paragraph 8(c), Respondents have been failing and refusing to bargain collectively and in good faith with an employer in violation of Section 8(b)(3) of the Act.

10. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must each file an answer to the complaint. The answers must be received by this office on or before April 14, 2010, or postmarked on or before April 13, 2010. Respondents should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlrb.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File documents" button under Regional, Subregional and Resident Offices and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively on the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable

to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or a non-attorney representative for represented parties or by the party if not represented. Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the document need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules requires that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

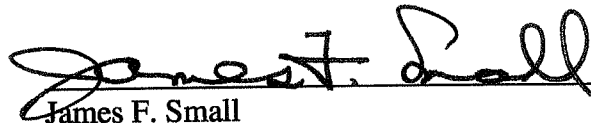
Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT during the calendar call commencing at 1:00 p.m., PST, on the 28th day of June, 2010, a hearing will be conducted before an Administrative Law Judge of the National Labor Relations Board in Hearing Room 902, 888 South Figueroa Street, Ninth Floor, Los Angeles, California. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form

NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338. The precise order of all cases to be heard on the calendar call will be determined no later than the close of business on the Friday preceding the calendar call.

Dated at Los Angeles, California, this 31st day of March, 2010.

A handwritten signature in black ink, appearing to read "James F. Small", written over a horizontal line.

James F. Small
Regional Director, Region 21
National Labor Relations Board
888 South Figueroa Street, Ninth Floor
Los Angeles, CA 90017

Attachments

Exhibit 3

1 ELLEN GREENSTONE
2 ROTHNER, SEGALL, GREENSTONE & LEHENY
3 510 South Marengo Avenue
4 Pasadena, California 91101-3115
5 Telephone: (626) 796-7555
6 Facsimile: (626) 577-0124
7 E-mail: egreenstone@rsgllabor.com
8
9 Attorneys for Respondent Joint Steering
10 Committee of the Utility Workers Union of
11 America, AFL-CIO, and Locals 132, 170, 483,
12 and 522; and International Chemical Workers
13 Union Council/UFCW and Locals 47, 78, 350, and 995

8
9 UNITED STATES OF AMERICA
10 BEFORE THE NATIONAL LABOR RELATIONS BOARD
11 Region 21
12

13 JOINT STEERING COMMITTEE OF THE] CASE NO. 21-CB-14820
14 UTILITY WORKERS UNION OF AMERICA,]
15 AFL-CIO, AND LOCALS 132, 170, 483, AND]
16 522; AND INTERNATIONAL CHEMICAL]
17 WORKERS UNION COUNCIL/UFCW AND]
18 LOCALS 47, 78, 350, AND 995,]
19
20 and
21
22 SOUTHERN CALIFORNIA GAS COMPANY
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23 ANSWER TO COMPLAINT OF RESPONDENT JOINT STEERING COMMITTEE
24 OF THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO,
25 AND LOCALS 132, 170, 483, AND 522; AND INTERNATIONAL CHEMICAL
26 WORKERS UNION COUNCIL/UFCW AND LOCALS 47, 78, 350, AND 995

26 Respondent JOINT STEERING COMMITTEE OF THE UTILITY WORKERS UNION
27 OF AMERICA, AFL-CIO, AND LOCALS 132, 170, 483, AND 522; AND INTERNATIONAL
28 CHEMICAL WORKERS UNION COUNCIL/UFCW AND LOCALS 47, 78, 350, AND 995,

1 individually and collectively (hereinafter "JSC"), in response to the Complaint dated March 31,
2 2010, in the above-captioned matter, admits, denies, and alleges as follows:

3 1. Respondent admits that an unfair labor practice charge was filed by Southern
4 California Gas Company ("Employer"). Except as expressly admitted, Respondent is without
5 sufficient information to admit or deny the remaining allegations in paragraph 1 of the Complaint
6 and, on that basis, denies each and every such allegation.

7 2. (a) Respondent admits the allegations of paragraph 2(a) of the Complaint.

8 (b) Respondent admits the allegations of paragraph 2(b) of the Complaint.

9 3. Respondent admits the allegations of paragraph 3 of the Complaint.

10 4. Respondent admits the allegations of paragraph 4 of the Complaint.

11 5. Respondent admits that Helen Olague-Pimentel served as a member of the JSC.

12 Except as expressly admitted, Respondent denies the remaining allegations of paragraph 5 of the
13 Complaint.

14 6. Respondent admits the allegations of paragraph 6 of the Complaint.

15 7. (a) Respondent admits the allegations of paragraph 7(a) of the Complaint.

16 (b) Respondent admits the allegations of paragraph 7(b) of the Complaint.

17 8. (a) Respondent admits that, on or about January 31, 2009, the Employer and
18 Respondent reached complete agreement on terms and conditions of employment of employees
19 in the Unit and that such agreement was embodied in a written agreement executed by
20 Respondent and the Employer on January 31, 2009. Except as expressly admitted, Respondent
21 denies the remaining allegations of paragraph 8(a) of the Complaint.

22 (b) Respondent denies the allegations of paragraph 8(b) of the Complaint.

23 (c) Respondent denies the allegations of paragraph 8(c) of the Complaint.

24 9. Respondent denies the allegations of paragraph 9 of the Complaint.

25 10. Respondent denies the allegations of paragraph 10 of the Complaint.

26 AFFIRMATIVE DEFENSES

27 1. The Complaint fails to state facts sufficient to constitute a violation of the
28 National Labor Relations Act, as amended.

1 2. The Complaint is barred in whole or in part by the statute of limitations in Section
2 10(b) of the Act. To the extent the Complaint alleges that the January 31, 2009, written
3 agreement was not a valid, written, executed collective bargaining agreement embodying the
4 terms and conditions of employment of employees in the Unit agreed upon by the Employer and
5 Respondent, the charge filed in this matter was filed more than six (6) months after January 31,
6 2009.

7 WHEREFORE, Respondent requests the following relief:

- 8 1. That the Complaint be dismissed in its entirety;
- 9 2. That the Charging Party and Counsel for the General Counsel take nothing by way
10 of the Complaint;
- 11 3. That Respondent be awarded its attorneys' fees and costs herein;
- 12 4. For such other and further relief as the Administrative Law Judge and/or Board
13 deem just and proper.

14

15 DATED: April 13, 2010

ELLEN GREENSTONE
ROTHNER, SEGALL, GREENSTONE & LEHENY

16

17 By 
18 ELLEN GREENSTONE

19 Attorneys for Respondent Joint Steering Committee of the
20 Utility Workers Union of America, AFL-CIO, and Locals
21 132, 170, 483, and 522; and International Chemical
22 Workers Union Council/UFCW and Locals 47, 78, 350, and
23 995
24
25
26
27
28

Re: Joint Steering Committee of the Utility Workers Union of America, AFL-CIO,
and Locals 132, 170, 483, and 522; and International Chemical Workers Union
Council/UFCW and Locals 47, 78, 350, and 995
Case No.21-CB-14820

CERTIFICATE OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 510 South Marengo Avenue, Pasadena, California 91101.

On April 13, 2010, I served the foregoing document described as ANSWER TO COMPLAINT OF RESPONDENT JOINT STEERING COMMITTEE OF THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO, AND LOCALS 132, 170, 483, AND 522; AND INTERNATIONAL CHEMICAL WORKERS UNION COUNCIL/UFCW AND LOCALS 47, 78, 350, AND 995 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Southern California Gas Company
555 West Fifth Street
Post Office Box 513247, GT15HO
Los Angeles, California 90013

Christopher M. Bissonnette, Esq.
Southern California Gas Company
555 West Fifth Street
Los Angeles, California 90013

(By Mail)



I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice I place all envelopes to be mailed in a location in my office specifically designated for mail. The mail then would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing affidavit. Executed on April 13, 2010.

I declare under penalty of perjury that the foregoing is true and correct.



DOROTHY A. MARTINEZ


Exhibit 4

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**AMENDED CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE	
Case 21-CB-14820	Date Filed 5-7-10

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Utility Workers Union of America, AFL-CIO (UWUA); International Chemical Workers Union Council-UFCW (ICWUC); and the UWUA-ICWUC Joint Steering Committee		b. Union Representative to contact John Duffy, Chair of the Joint Steering Committee	
c. Address (Street, city, state, and ZIP code) 7200 Greenleaf Avenue, Suite 380, Whittier, CA 90602		d. Tel. No. (562) 696-0142	e. Cell No.
		f. Fax No. (562) 696-0374	g. e-Mail uwua@uwua132.org
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) SCG and the Union agreed to a new CBA which was memorialized in a tentative agreement (TA) signed by the Union on 1/31/09 and ratified on or about 2/25/09. The TA contained strike-through language agreed to by both parties for all major issues but one (i.e., an agreement pertaining to sick time benefits). This single remaining issue was resolved after the new agreement was ratified. The Union reviewed several comprehensive drafts of the new CBA, suggesting only minor edits. The parties reached full agreement on all terms and scheduled the Union's Joint Steering Committee (JSC) to meet on 11/12/09 for a final proofreading of the agreement and to sign it. The Union refused, stating for the first time that it would not sign unless the Company altered a major letter agreement on part-time "at will" status that has been in the CBA since 1994 and was the subject of a union proposal rejected during 2008 negotiations as reflected in the 2009 TA signed by the Union. The Union stated that unless the Company altered the previously-agreed upon letter agreement which is part of the CBA, the Union would not sign the CBA despite their agreement on all terms in violation of Section 8(d). From on or about November 12, 2009, to on or about March 23, 2010, the Union failed and refused to execute and delayed in executing the CBA.			
3. Name of Employer Southern California Gas Company		4a. Tel. No. (213) 244-2946	b. Cell No.
		c. Fax No. (213) 629-9620	d. e-Mail cblissonnette@sempra.com
5. Location of plant involved (street, city, state and ZIP code) 555 W. Fifth Street, Los Angeles, CA 90013		6. Employer representative to contact Christopher Bissonnette	
7. Type of establishment (factory, mine, wholesaler, etc.) Utility	8. Identify principal product or service Natural gas	9. Number of workers employed 5,800	
10. Full name of party filing charge Southern California Gas Company		11a. Tel. No. (213) 244-2946	b. Cell No.
		c. Fax No. (213) 629-9620	d. e-Mail
11. Address of party filing charge (street, city, state and ZIP code.) 555 W. Fifth Street, Los Angeles, CA 90013			
12. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. By <u></u> Christopher Bissonnette (signature of representative or person making charge) (Print type name and title or office, if any) 555 W. Fifth Street, Los Angeles, CA 90013 Address (date) <u>5-6-10</u>		Tel. No. (213) 244-2946 Cell No. Fax No. (213) 629-9620 e-Mail	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Exhibit 5

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 21

UTILITY WORKERS UNION OF AMERICA,
AFL-CIO (UWUA); INTERNATIONAL
CHEMICAL WORKERS UNION
COUNCIL-UFCW (ICWUC); AND
THE UWUA-ICWUC JOINT STEERING
COMMITTEE

and

Case 21-CB-14820

SOUTHERN CALIFORNIA GAS COMPANY

AMENDED COMPLAINT
AND
NOTICE OF HEARING

Upon a charge filed by Southern California Gas Company, herein called the Employer, a Complaint and Notice of Hearing issued on March 31, 2010, against the Joint Steering Committee of the Utility Workers Union of America, AFL-CIO, and Locals 132, 170, 483, and 522; and International Chemical Workers Union Council/UFCW and Locals 47, 78, 350, and 995.

The Employer, in an amended charge, has charged that Utility Workers Union of America, AFL-CIO (UWUA), herein called Respondent UWUA; International Chemical Workers Union Council-UFCW (ICWUC), herein called Respondent ICWUC; and the UWUA-ICWUC Joint Steering Committee, herein called Respondent JSC, and together with Respondent UWUA and Respondent ICWUC collectively called Respondents, have been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Sec. 151 et seq., herein

called the Act. Based thereon, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Sections 102.15 and 102.17 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, issues this Amended Complaint and Notice of Hearing and alleges as follows:

1. (a) The original charge in this proceeding was filed by the Employer on November 13, 2009, and a copy was separately served on the Joint Steering Committee of the Utility Workers Union of America, AFL-CIO, and Locals 132, 170, 483, and 522; and on Respondent ICWUC, and Locals 47, 78, 350, and 995, by regular mail on November 16, 2009.

(b) The amended charge in this proceeding was filed by the Employer on May 7, 2010, and a copy was separately served on Respondents by regular mail on May 10, 2010.

2. (a) At all material times, the Employer, a California corporation, with an office and principal place of business located at 555 West Fifth Street, Los Angeles, California, and various facilities in California, has been a public utility engaged in the generation and distribution of natural gas.

(b) During the 12-month period ending March 30, 2010, a representative period, the Employer, in conducting its business operations described above in paragraph 2(a), derived gross revenue in excess of \$250,000 and purchased and received at its California facilities goods valued in excess of \$50,000 directly from points outside the State of California.

3. At all material times, the Employer has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4. At all material times, Respondent UWUA and Respondent ICWUC, and each of them individually, have been labor organizations within the meaning of Section 2(5) of the Act.

5. At all material times, Respondent JST has been an agent of both Respondent UWUA and Respondent ICWUC.

6. (a) At all material times, the following individuals held the positions set forth opposite their respective names, and have been agents of Respondent UWUA within the meaning of Section 2(13) of the Act.

Helen Olague-Pimental	JSC member & JSC Acting Chair
Bernie Garcia	JSC member & National Region 5 Director of UWUA
Louis Correa	JSC member & President of UWUA, Local 132
John Duffy	JSC member & National Vice President of UWUA
Kenneth J. Balderama	JSC member from UWUA, Local 132
Arturo Frias	JSC member from UWUA, Local 132
Nancy Logan	JSC member from UWUA, Local 132
Randy Fort	JSC member from UWUA, Local 170
Gary C. Lerch	JSC member & President of UWUA, Local 483
David E. Sherman	JSC member & President of UWUA, Local 522

(b) At all material times, the following individuals held the positions set forth opposite their respective names, and have been agents of Respondent ICWUC within the meaning of Section 2(13) of the Act.

John Lewis	JSC member & Vice President of ICWUC
Richard T. Lankford	JSC member & President of ICWUC, Local 47
George Garcia	JSC member from ICWUC, Local 78
Marvin E. Turner	JSC member & President of ICWUC, Local 350
Jacquelin R. Allen	JSC member & President of ICWUC, Local 995

7. The employees of the Employer in the unit referred to in Section 2.2(A) of the collective-bargaining agreement noted below in paragraph 8, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

8. (a) Since at least May 2005, and at all material times, Respondent UWUA and Respondent ICWUC have been the designated joint exclusive collective-bargaining representative of the Unit and since then both Respondent UWUA and Respondent ICWUC have been recognized as the joint representative by the Employer. This recognition has been embodied in a series of collective-bargaining agreements, the most recent of which is effective by its terms from March 1, 2009, through September 30, 2011.

(b) At all times since at least May 2005, based on Section 9(a) of the Act, Respondent UWUA and Respondent ICWUC have been the joint exclusive collective-bargaining representative of the Unit.

9. (a) On or about January 31, 2009, the Employer and Respondents reached complete agreement on terms and conditions of employment of the Unit to be incorporated in a collective-bargaining agreement, which by its terms was to become effective on March 1, 2009.

(b) Since on or about November 12, 2009, the Employer has requested that Respondents execute a written contract embodying the agreement described above in paragraph 9(a).

(c) From on or about November 12, 2009, to on or about March 23, 2010, Respondents failed and refused to execute and delayed in executing the agreement described above in paragraph 9(a).

10. By the conduct described above in paragraph 9(c), Respondents have been failing and refusing to bargain collectively and in good faith with an employer in violation of Section 8(b)(3) of the Act.

11. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must each file an answer to the amended complaint. The answers must be received by this office on or before June 18, 2010, or postmarked on or before June 17, 2010. Respondents should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on E-Gov, then click on the E-Filing link on the pull-down menu. Click on the "File documents" button under Regional, Subregional and Resident Offices and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively on the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or a non-attorney representative for represented parties or by the party if

not represented. Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the document need to be transmitted to the Regional Office. However, if the electronic version of an answer to an amended complaint is not a pdf file containing the required signature, then the E-filing rules requires that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

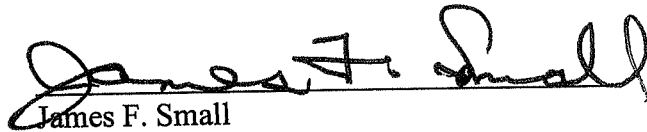
Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find pursuant to a Motion for Default Judgment, that the allegations in the amended complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT during the calendar call commencing at 1:00 p.m., PDT, on the 28th day of June, 2010, a hearing will be conducted before an Administrative Law Judge of the National Labor Relations Board in Hearing Room 902, 888 South Figueroa Street, Ninth Floor, Los Angeles, California. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this amended complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the

attached Form NLRB-4338. The precise order of all cases to be heard on the calendar call will be determined no later than the close of business on the Friday preceding the calendar call.

Dated at Los Angeles, California, this 4th day of June, 2010.

A handwritten signature in black ink, appearing to read "James F. Small", written over a horizontal line.

James F. Small
Regional Director, Region 21
National Labor Relations Board
888 South Figueroa Street, Ninth Floor
Los Angeles, CA 90017

Attachments

Exhibit 6

1 ELLEN GREENSTONE
2 ROTHNER, SEGALL & GREENSTONE
3 510 South Marengo Avenue
4 Pasadena, California 91101-3115
5 Telephone: (626) 796-7555
6 Facsimile: (626) 577-0124
7 E-mail: egreenstone@rsgllabor.com

8 Attorneys for Respondent Utility Workers Union of
9 America, AFL-CIO

10 UNITED STATES OF AMERICA
11 BEFORE THE NATIONAL LABOR RELATIONS BOARD

12 Region 21

13 UTILITY WORKERS UNION OF AMERICA,] CASE NO. 21-CB-14820
14 AFL-CIO (UWUA); INTERNATIONAL
15 CHEMICAL WORKERS UNION
16 COUNCIL/UFCW (ICWUC); AND THE
17 UWUA-ICWUC JOINT STEERING
18 COMMITTEE,

19 and

20 SOUTHERN CALIFORNIA GAS COMPANY
21
22

23 ANSWER TO AMENDED COMPLAINT OF RESPONDENT
24 UTILITY WORKERS UNION OF AMERICA, AFL-CIO

25 Respondent UTILITY WORKERS UNION OF AMERICA, AFL-CIO (hereinafter
26 "UWUA"), for itself and no other person or entity, in response to the Amended Complaint dated
27 June 4, 2010, in the above-captioned matter, admits, denies, and alleges as follows:

28 1. (a) UWUA admits that an unfair labor practice charge was filed by Southern
California Gas Company ("Employer"). Except as expressly admitted, UWUA is without

///

1 sufficient information to admit or deny the remaining allegations in paragraph 1 of the Amended
2 Complaint and, on that basis, denies each and every such allegation.

3 2. (a) UWUA admits the allegations of paragraph 2(a) of the Amended
4 Complaint.

5 (b) UWUA admits the allegations of paragraph 2(b) of the Amended
6 Complaint.

7 3. UWUA admits the allegations of paragraph 3 of the Amended Complaint.

8 4. UWUA admits that at all times material to the Amended Complaint, it was a labor
9 organization within the meaning of Section 2(5) of the Act. Except as expressly admitted,
10 UWUA is without sufficient information to admit or deny the remaining allegations in paragraph
11 4 of the Amended Complaint and, on that basis, denies each and every such allegation.

12 5. UWUA admits that at some times material to the Amended Complaint and for
13 some purposes, the JSC has been an agent of both Respondents UWUA and ICWUC. Except as
14 expressly admitted, UWUA denies the remaining allegations of paragraph 5 of the Amended
15 Complaint.

16 6. (a) UWUA admits that at some times material to the Amended Complaint, the
17 individuals listed in this subparagraph held the positions set forth opposite their respective
18 names. Except as expressly admitted, UWUA denies the remaining allegations of paragraph 6(a)
19 of the Complaint.

20 (b) UWUA is without sufficient information to admit or deny the allegations
21 of paragraph 6(b) of the Amended Complaint and, on that basis, denies each and every such
22 allegation.

23 7. UWUA admits the allegations of paragraph 7 of the Amended Complaint.

24 8. (a) UWUA admits the allegations of paragraph 8(a) of the Amended
25 Complaint.

26 (b) UWUA admits the allegations of paragraph 8(b) of the Amended
27 Complaint.

28 ///

1 9. (a) UWUA admits that, on or about January 31, 2009, the Employer and
2 Respondents reached complete agreement on terms and conditions of employment of employees
3 in the Unit and that such agreement was embodied in a written agreement executed by
4 Respondents and the Employer on January 31, 2009. Except as expressly admitted, UWUA
5 denies the remaining allegations of paragraph 9(a) of the Complaint.

6 (b) UWUA denies the allegations of paragraph 9(b) of the Amended
7 Complaint.

8 (c) UWUA denies the allegations of paragraph 9(c) of the Amended
9 Complaint.

10 10. UWUA denies the allegations of paragraph 10 of the Amended Complaint.

11 11. UWUA denies the allegations of paragraph 11 of the Amended Complaint.

12 AFFIRMATIVE DEFENSES

13 1. The Amended Complaint fails to state facts sufficient to constitute a violation of
14 the National Labor Relations Act, as amended.

15 2. The Amended Complaint is barred in whole or in part by the statute of limitations
16 in Section 10(b) of the Act. To the extent the Amended Complaint alleges that the January 31,
17 2009, written agreement was not a valid, written, executed collective bargaining agreement
18 embodying the terms and conditions of employment of employees in the Unit agreed upon by the
19 Employer and Respondent, the charge filed in this matter was filed more than six (6) months after
20 January 31, 2009.

21 3. The Amended Complaint is barred in whole or in part by the statute of limitations
22 in Section 10(b) of the Act. To the extent the Amended Complaint alleges that conduct dating
23 from November 12, 2009, the charge and/or amended charge in this case was/were filed more
24 than six (6) months after the alleged violation against Respondent UWUA.

25 4. The conduct which is alleged in the Amended Complaint is the subject of a
26 pending grievance and arbitration; therefore, the unfair labor practice charge in this case should
27 properly be deferred pursuant to Board case law and procedure.

28 WHEREFORE, Respondent requests the following relief:

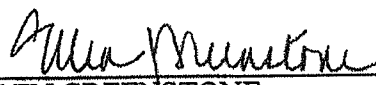
- 1 1. That the Complaint be dismissed in its entirety;
- 2 2. That the Charging Party and Counsel for the General Counsel take nothing by way
- 3 of the Complaint;
- 4 3. That Respondent be awarded its attorneys' fees and costs herein;
- 5 4. For such other and further relief as the Administrative Law Judge and/or Board
- 6 deem just and proper.

7

8 DATED: June 18, 2010

ELLEN GREENSTONE
ROTHNER, SEGALL & GREENSTONE

9

10 By 

11 ELLEN GREENSTONE

12 Attorneys for Respondent Utility Workers Union of

13 America, AFL-CIO

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CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of June, 2010, a copy of the foregoing ANSWER TO AMENDED COMPLAINT OF RESPONDENT UTILITY WORKERS UNION OF AMERICA, AFL-CIO was sent by email and by regular U.S. Mail to the following persons and was filed electronically with NLRB Region 21:

Christopher M. Bissonnette
Southern California Gas Company
555 West 5th Street
Los Angeles, California 90013
cbissonnette@sempira.com

Attorney for Southern California Gas Company

James F. Small, Regional Director
National Labor Relations Board
Region 21
888 South Figueroa Street, 9th Floor
Los Angeles, California 90017-5449

NLRBRegion21@nrlb.gov

Randall Vehar
ICWUC/UFCW Assistant General Counsel
1799 Akron-Peninsula Road, 3rd Floor, Room 6
Akron, Ohio 44313

Rvehar@ufcw.org

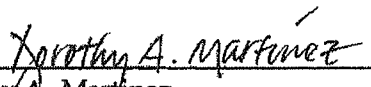

Dorothy A. Martinez

Exhibit 7

1 ELLEN GREENSTONE
2 ROTHNER, SEGALL & GREENSTONE
3 510 South Marengo Avenue
4 Pasadena, California 91101-3115
5 Telephone: (626) 796-7555
6 Facsimile: (626) 577-0124
7 E-mail: egreenstone@rsgllabor.com
8
9 RANDALL VEHAR
10 UFCW Assistant General Counsel/Counsel for ICWUC
11 1799 Akron Peninsula Road
12 Akron, Ohio 44313
13 Telephone: (330) 926-1444
14 Facsimile: (330) 926-0950
15 E-mail: Rvehar@ufcw.org
16
17 Attorneys for Respondent UWUA-ICWUC
18 Joint Steering Committee
19

20 UNITED STATES OF AMERICA
21
22 BEFORE THE NATIONAL LABOR RELATIONS BOARD
23
24 Region 21
25

26 UTILITY WORKERS UNION OF AMERICA,] CASE NO. 21-CB-14820
27 AFL-CIO (UWUA); INTERNATIONAL
28 CHEMICAL WORKERS UNION
COUNCIL/UFCW (ICWUC); AND THE
UWUA-ICWUC JOINT STEERING
COMMITTEE,
and
SOUTHERN CALIFORNIA GAS COMPANY

ANSWER TO AMENDED COMPLAINT OF RESPONDENT
UWUA-ICWUC JOINT STEERING COMMITTEE

Respondent UWUA-ICWUC JOINT STEERING COMMITTEE (hereinafter "JSC"), for
itself and no other person or entity, in response to the Amended Complaint dated June 4, 2010, in
the above-captioned matter, admits, denies, and alleges as follows:

1 1. (a) JSC admits that an unfair labor practice charge was filed by Southern
2 California Gas Company ("Employer"). Except as expressly admitted, JSC is without sufficient
3 information to admit or deny the remaining allegations in paragraph 1(a) of the Amended
4 Complaint and, on that basis, denies each and every such allegation.

5 (b) JSC admits that an amended charge was filed by the Employer. Except as
6 expressly admitted, JSC is without sufficient information to admit or deny the remaining
7 allegations in paragraph 1(b) of the Amended Complaint and, on that basis, denies each and
8 every such allegation.

9 2. (a) JSC admits the allegations of paragraph 2(a) of the Amended Complaint.

10 (b) JSC admits the allegations of paragraph 2(b) of the Amended Complaint.

11 3. JSC admits the allegations of paragraph 3 of the Amended Complaint.

12 4. JSC admits the allegations of paragraph 4 of the Amended Complaint.

13 5. JSC admits that at some times material to the Amended Complaint and for some
14 purposes, JSC has been an agent of both Respondents UWUA and ICWUC. Except as expressly
15 admitted, JSC denies the remaining allegations of paragraph 5 of the Amended Complaint.

16 6. (a) JSC admits that at some times material to the Amended Complaint, the
17 individuals listed in this subparagraph held the positions set forth opposite their respective
18 names. Except as expressly admitted, JSC denies the remaining allegations of paragraph 6(a) of
19 the Complaint.

20 (b) JSC admits that at some times material to the Amended Complaint, the
21 individuals listed in this subparagraph held the positions set forth opposite their respective
22 names. Except as expressly admitted, JSC denies the remaining allegations of paragraph 6(b) of
23 the Complaint.

24 7. JSC admits the allegations of paragraph 7 of the Amended Complaint.

25 8. (a) JSC admits the allegations of paragraph 8(a) of the Amended Complaint.

26 (b) JSC admits the allegations of paragraph 8(b) of the Amended Complaint.

27 9. (a) JSC admits that, on or about January 31, 2009, the Employer and
28 Respondents reached complete agreement on terms and conditions of employment of employees

1 in the Unit and that such agreement was embodied in a written agreement executed by
2 Respondents and the Employer on January 31, 2009. Except as expressly admitted, UWUA
3 denies the remaining allegations of paragraph 9(a) of the Complaint.

4 (b) JSC denies the allegations of paragraph 9(b) of the Amended Complaint.

5 (c) JSC denies the allegations of paragraph 9(c) of the Amended Complaint.

6 10. JSC denies the allegations of paragraph 10 of the Amended Complaint.

7 11. JSC denies the allegations of paragraph 11 of the Amended Complaint.

8 AFFIRMATIVE DEFENSES

9 1. The Amended Complaint fails to state facts sufficient to constitute a violation of
10 the National Labor Relations Act, as amended.

11 2. The Amended Complaint is barred in whole or in part by the statute of limitations
12 in Section 10(b) of the Act. To the extent the Amended Complaint alleges that the January 31,
13 2009, written agreement was not a valid, written, executed collective bargaining agreement
14 embodying the terms and conditions of employment of employees in the Unit agreed upon by the
15 Employer and Respondents, the charge filed in this matter was filed more than six (6) months
16 after January 31, 2009.

17 3. The Amended Complaint is barred in whole or in part by the statute of limitations
18 in Section 10(b) of the Act. To the extent the Amended Complaint alleges that conduct dating
19 from November 12, 2009, the charge and/or amended charge in this case was/were filed more
20 than six (6) months after the alleged violation against Respondents.

21 4. The conduct which is alleged in the Amended Complaint is the subject of a
22 pending grievance and arbitration; therefore, the unfair labor practice charge in this case should
23 properly be deferred pursuant to Board case law and procedure.

24 WHEREFORE, Respondents request the following relief:

25 1. That the Complaint be dismissed in its entirety;


26 2. That the Charging Party and Counsel for the General Counsel take nothing by way
27 of the Complaint;

28 3. That Respondents be awarded their attorneys' fees and costs herein;

1 4. For such other and further relief as the Administrative Law Judge and/or Board
2 deem just and proper.

3
4 DATED: June 18, 2010

ELLEN GREENSTONE
RANDALL VEHAR

5
6
7 By 
8 ELLEN GREENSTONE
9 Attorneys for Respondent UWUA-ICWUC Joint
Steering Committee

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CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of June, 2010, a copy of the foregoing ANSWER TO AMENDED COMPLAINT OF RESPONDENT UWUA-ICWUC JOINT STEERING COMMITTEE was sent by email and by regular U.S. Mail to the following persons and was filed electronically with NLRB Region 21:

Christopher M. Bissonnette
Southern California Gas Company
555 West 5th Street
Los Angeles, California 90013
cbissonnette@sempira.com

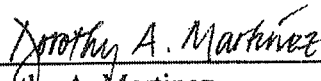
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Dorothy A. Martinez

Exhibit 8

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 21

UTILITY WORKERS UNION OF AMERICA
AFL-CIO (UWUA); INTERNATIONAL CHEMICAL
WORKERS UNION COUNCIL-UNITED FOOD &
COMMERCIAL WORKERS (ICWUC); AND THE
UWUA-ICWUC JOINT STEERING COMMITTEE

-and-

SOUTHERN CALIFORNIA GAS COMPANY

Case No. 21-CB-14820

ANSWER TO AMENDED
COMPLAINT OF THE
INTERNATIONAL CHEMICAL
WORKERS UNION COUNCIL/
UFCW

Now comes the International Chemical Workers Union Council of the United Food & Commercial Workers ("ICWUC"), by and through the undersigned counsel, and hereby files in response to the Amended Complaint dated June 4, 2010, in the above-captioned matter, and, except as otherwise specifically admitted, denies the allegations contained in that Amended Complaint.

1. The ICWUC denies the allegations contained in Paragraph 1(a) and (b) as to the filing and service of the original charge and/or amended charge on the ICWUC. Otherwise, the ICWUC is without sufficient information to admit or deny the remaining allegations in Paragraph 1 of the Amended Complaint and, on that basis, denies each and every remaining such allegation.
2. The ICWUC admits the allegations contained in Paragraph 2(a) and (b) of the Amended Complaint.
3. The ICWUC admits the allegations contained in Paragraph 3 of the Amended Complaint.

4. The ICWUC admits the allegations contained in Paragraph 4 of the Amended Complaint, except that the ICWUC denies any inference that it is a "labor organization" with the UWUA and, instead, specifically avers that it is a separate "labor organization" from the UWUA.
5. The ICWUC denies the allegations contained in Paragraph 5 of the Amended Complaint, except that the ICWUC admits that the JSC Chairman was authorized to sign the handbook referenced in Paragraph 9(b) of the Amended Complaint on March 10, 2010.
- 6(a). The ICWUC admits that for some times material Helen Olague-Pimentel served as a member of the JSC and that the other persons named in Paragraph 6(a) of the Amended Complaint were members for some times material of the JSC, but, except as expressly admitted, is without sufficient information to admit or deny the remaining allegations in Paragraph 6(a) of the Amended Complaint and, on that basis, denies each and every remaining allegation.
- 6(b). The ICWUC admits that at some times material the individuals listed in Paragraph 6(b) of the Amended Complaint held the positions set forth opposite their respective names and admits that John Lewis has been an agent for some purposes for the ICWUC, but deny the remaining allegations in this subparagraph.
7. The ICWUC admits the allegations contained in Paragraph 7 of the Amended Complaint.
- 8(a). The ICWUC admits the allegations in Paragraph 8(a) of the Amended Complaint.
- 8(b). The ICWUC admits that since at least May 2005, based on Section 9(a) of the Act, the UWUA and the ICWUC have been exclusive collective-bargaining representatives as described in Section 2.2(A) of the current and prior collective-bargaining agreements, but deny the remaining allegations in this subparagraph.
- 9(a). The ICWUC admits that, on or about January 31, 2009, the Employer, the Utility Workers,

and the ICWUC reached complete agreement on terms and conditions of employment of employees in the Unit and that such agreement was embodied in a signed written agreement executed by the Employer, the Utility Workers, and the ICWUC on January 31, 2009. Except as expressly admitted, the ICWUC denies the remaining allegations of Paragraph 9(a).

- 9(b). The ICWUC denies the allegations contained in Paragraph 9(b) of the Amended Complaint.
- 9(c). The ICWUC denies the allegations contained in Paragraph 9(c) of the Amended Complaint.
- 10. The ICWUC denies the allegations contained in Paragraph 10 of the Amended Complaint.
- 11. The ICWUC denies the allegations in Paragraph 11 of the Amended Complaint.

AFFIRMATIVE DEFENSES

- 1. The Amended Complaint fails to states facts sufficient to constitute a violation of the National Labor Relations Act, as amended.
- 2. The Amended Complaint is barred in whole or in part by the statute of limitations set forth in Section 10(b) of the Act.
- 3. To the extent that the Amended Complaint alleges, suggests, or implies that the January 31, 2009, signed written agreement was not a valid, written, complete, executed collective-bargaining agreement embodying the terms and conditions of employment of employees in the Unit agreed upon by the Employer, the Utility Workers, and the ICWUC, the Charge was untimely, since it was filed and served more than six (6) months after January 31, 2009.
- 4. The Charge, the Amended Charge, and the Complaint in these proceedings were never properly or timely served on the ICWUC.
- 5. The processing of the Charge and/or Amended Charge should have been (and still should be)

deferred pending the outcome of an arbitration, which has been completed, but for which no award has yet issued, regarding *inter alia* the Employer's effective efforts to change the side letter agreements, substantively, contrary to the intention of the negotiators of the most recent collective-bargaining agreement.

WHEREFORE, the ICWUC requests the following relief:

1. That the Amended Complaint be dismissed in its entirety;
2. That the Charging Party and the Counsel for the General Counsel take nothing by way of the Amended Complaint;
3. That the ICWUC be awarded its attorneys' fees and costs herein; and
4. For such other and further relief as the Administrative Law Judge and/or Board deem just and proper.

Respectfully submitted,


s/Randall Vehar

Randall Vehar (Ohio Bar No.0008177)

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CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of June, 2010, a copy of the foregoing was sent by email and by regular U.S. mail to the following persons and was filed electronically with NLRB Region 21:

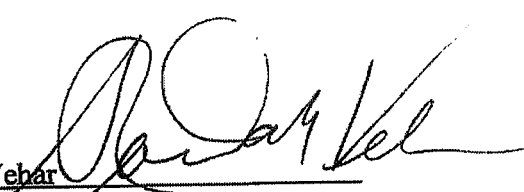
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s/Randall Vehar
Randall Vehar, Esq.